Exhibit 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

MONICA WELLS, on behalf of M.W. a minor, and others similarly situated,	*	CIVIL ACTION
	*	NO. 3:14-cv 00155-JJB-RLB
PLAINTIFF	*	JUDGE BRADY
VS.	*	MAGISTRATE JUDGE BOURGEOIS
KATHY KLIEBERT, Secretary of Louisiana Department of Health and Hospitals, and the LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS,	*	CLASS ACTION
DEFENDANTS	*	

STIPULATION AND ORDER OF PARTIAL DISMISSAL

STIPULATION

This Stipulation is made by and between the Plaintiff, M.W., a minor, represented through Monica Wells, her mother, on behalf of herself and the class she represents in this action, and Kathy Kliebert, Secretary of the Louisiana Department of Health and Hospitals ("DHH"), Defendant, in her official capacity and on behalf of the Louisiana Department of Health and Hospitals.

The Plaintiff requested Medicaid prior approval for extended home health services. A contractor for the defendants partially denied the request, approving less than the amount recommended and prescribed by her physician. The notice did not give adequate reasons for the partial denial of nursing services. (Rec. Doc. 6-1, p. 9). Plaintiff has complex medical needs and will be submitting many additional prior approval requests to Louisiana Medicaid in the future.

With respect to the alleged failure to give constitutionally adequate notice of the partial denial of her requested services, the Plaintiff filed this civil action on behalf of herself and others similarly situated in the United States District Court for the Middle District of Louisiana.

Plaintiff's Complaint contains, *inter alia*, allegations that the Louisiana Department of Health and Hospitals is violating the United States Constitution, the Medicaid Act, the Americans with Disabilities Act, and the Rehabilitation Act. The class

claims allege the failure to give notice compliant with due process when prior approval of services is denied or partially denied. Plaintiff also filed claims under the Medicaid Act, the Americans with Disabilities Act, and the Rehabilitation Act, regarding the reduction in the number of hours of services approved for her condition.

Plaintiff accepts the stipulation below in satisfaction of the above-listed claims that Defendants' notices violate due process of law, provided that the Court enters the accompanying order.

In order to settle Plaintiff's claims in this action, the parties agree as follows:

I. SCOPE OF CLASS AND STIPULATION

1. The parties intend that this Stipulated Order will result in improvements in denial and partial denial notices to current and future class members.

2. The parties further intend that any current or future class member shall have the right to seek enforcement of this Stipulated Order, in accordance with the procedures set forth herein, regardless of whether he or she was a named Plaintiff in this action.

3. The parties agree and hereby stipulate that this Stipulated Order shall not become effective nor shall it be binding until the Court has certified a class. Defendants hereby stipulate that they have no objection or opposition to the certification of the proposed class by the Court.

4. The parties agree to the certification of a class action under the provisions of Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure. The class is defined as:

> all Louisiana Medicaid recipients, except persons under the age of 21 who are on the waiting list for the New Opportunities Waiver, who have been or will be subjected to denials or partial denials of prior approval of services while the Court retains jurisdiction to enforce the parties' Stipulation.

5. Medicaid eligible recipients on the waiting list for the New Opportunities Waiver are excluded from the class because they are members of an existing class action, *Chisholm v. Kliebert*, C.A. No. 97-3274 in the U.S. District Court of the Eastern District of Louisiana, concerning their Medicaid, EPSDT, and notice rights.

6. Class member claims that are covered by this stipulation include the denial, the partial denial, or the failure to issue a response to a request for prior authorization for services including medical appliances, equipment and supplies, as well as professional services, except the following Medicaid items and services:

- Services provided in a federally qualified health center (FQHC) or rural health clinic (RHC)
- Program for All-Inclusive Care for the Elderly denials of particular services (but

notices denying eligibility for PACE are covered by this Stipulation)

- Pharmacy point of sale denials
- The Department's current targeted case management offerings
- Services through Early Steps
- Non-emergency Medical Transportation

Denials or partial denials of these excluded services are not within the matters at issue in this suit and any issues concerning them are expressly reserved without prejudice.

7. The terms "denial" and "partial denial" refer to situations in which services or items requested are not fully approved, including any situation in which a service or item other than the exact service or item requested is approved. Denials and partial denials are within the scope of the claims whether denied directly by Medicaid, or by a contractor with Louisiana Medicaid. Partial denials include, but are not limited to, situations where a service has been requested for a period of time and is approved for a shorter period of time, fewer hours of a service than requested are approved, or a different item or service from that requested is approved. Denials and partial denials also include but are not limited to situations where previously approved services are being terminated or reduced. Partial denials also include decisions where the Department or contractor approve the requested item or service, but sets the amount to be reimbursed lower than that requested. (But notices where only the amount of reimbursement is reduced need not comply with ¶ 11 G, below.) No separate notice as to prior approval need issue when a recipient is or has been notified in writing that their Medicaid eligibility is ending.

8. Any potential claim of a class member that he or she is unable to obtain prior approval of Medicaid services because a provider or assessor has refused to submit a request for approval of the services is not within the matters at issue in this suit and is expressly reserved without prejudice.

9. Any claim of a class member not related to denial or partial denial notices, or that arises after, or which presents a live controversy after, the termination of this agreement under § IV, is not a matter determined in this suit, and it is expressly reserved without prejudice.

10. The merits of any future denial of extended home health services to the named plaintiff is not a matter determined in this Stipulation, and it is expressly reserved without prejudice.

II. ADEQUATE NOTICES OF ADVERSE ACTION

11. At the time of any denial or partial denial, the Louisiana Department of Health and Hospitals shall issue written notice to a Medicaid recipient that includes the following:

> (A) The notice shall describe the specific reasons for the denial or partial denial of the requested item or service, in plain language and in sufficient detail to inform the recipient and his or her physician of any further information needed to support

the request, including information that:

(1) describes the considerations that played a role in the assessor's determination of what items or services, and how many hours or amounts of the item or service, should be authorized;

(2) would assist the recipient in understanding why the item or service is being denied or partially denied;

(3) would enable the recipient to review the agency's assessment of his or her needs; and

(4) would assist the recipient in preparing a meaningful defense in the event that he or she wishes to appeal the agency's determination.

"Plain language" means language that the intended audience, including individuals with limited English proficiency, can readily understand and use because the language is concise, well-organized, and follows best practices of plain language writing.

(B) If the decision relies on a regulation it is not sufficient to say that the regulation is not satisfied, but the notice should explain the application of the regulation to the individual's case.

(C) Reasons such as "the service is not shown to be medically necessary based on the documentation submitted," without giving a reason why the conclusion was reached, are insufficient.

(D) The Department's or a contractor's conferring with or obtaining a statement from the prescribing physician that he or she now agrees to services less than originally prescribed does not relieve the Department of these obligations.

(E) All reasons for denial should be given at the same time. If a Medicaid recipient requests a fair hearing regarding an adverse action, the Department and its contractors shall not introduce other reasons in support of a denial, not stated on the denial or partial denial notice.

(F) The service or item requested should be identified in terms commonly used by laypersons to describe the service. The number of hours of services a week requested, approved and denied should be included.

(G) If a request is not fully approved, the term "denied" or "denial" should be prominent on the notice, but the notice may begin by informing the beneficiary of the services and amounts that have been approved. The notice shall specify the services and amounts that are denied in plain language.

(H) Notices should use at least 12 point type and shall not be in all capital letters.

(I) Notices shall be written in plain language.

III. REPORTING AND MONITORING

12. Within this agreement the term contractor refers to any entity contracting with DHH to make prior approval decisions for the Defendants, including but not limited to Molina, which currently acts as "fiscal intermediary" for the Defendants, and the Statewide Management Organization which implements the Louisiana Behavioral Health Partnership, the Bayou Health plans, and any other contractor.

13. Prior Authorization and Denial Transaction File: Beginning no later than ninety days after the entry of this Stipulated Order (150 days after the entry of this Stipulated Order for notices referred to in paragraph 67 below), the Department will require all contractors that make Medicaid prior authorization decisions to submit to the Department or its designated agent a weekly Prior Authorization and Denial Transaction File that will include a record for all prior authorization requests and denials covered by this Stipulated Order.

14. Sample designation: The Department or its agent will designate a random sample of 3% of denials/service reductions from each contractor by major service type. Three percent or a minimum of 1 sample case will be designated for each service type. The Department will provide the algorithm for designating the sample to counsel for Plaintiff. The algorithm will not use factors within the control of the contractors in designating the samples.

15. Sample verification: Upon notification of the sample cases designated, the contractors will have three business days to provide a copy of the actual written notification sent to recipient and the complete documentation used to make the denial or partial denial determination. The Department or an agent independent of the contractors will review each document for compliance with the requirements for notification of members. The Department or agent will prepare a summary of findings and any notices of corrective actions required, if applicable, within fourteen business days after receipt of the sample cases, which will be contemporaneously copied to plaintiff's counsel.

16. The Department or agent will initially conduct the sample verification weekly for one calendar month that begins no later than ninety days after the entry of this Stipulated Order (150 days after the entry of this Stipulated Order for notices referred to in paragraph 67 below), and monthly thereafter until the Department has determined that the contractor has demonstrated compliance for two consecutive months. Once a contractor has demonstrated compliance for two consecutive months, the sample verification will be performed on a quarterly basis.

17. On request, the Department will make available to plaintiff's counsel a certification of the total number of denials and reductions by service type and contractor,

the designation of any samples, all documentation from the sampled cases, and all other communications from it to the contractors pursuant to ¶¶ 14 to 16 above, within one week of request. This documentation will be provided to Plaintiff's counsel in electronic form, but not through emails.

18. In addition, the Department will provide an annual summary report of compliance levels, issues identified and corrective actions taken, to Plaintiff's counsel. Depending on the level of compliance, the Department may increase the frequency of routine sample verification or conduct ad hoc targeted reviews as needed.

19. Plaintiff's counsel may make reasonable requests for additional information to verify compliance, which shall be granted by DHH. Plaintiff's counsel shall maintain the confidentiality of all Medicaid recipient identities.

IV. TERMINATION

20. The Court retains jurisdiction to enforce the terms of this Stipulation for a period of five years from the date the Court approves the Stipulated Order. This period is not subject to extension.

21. Nothing herein binds Defendants to its terms in the event of a change in governing law. If Defendants come to believe that the requirements herein exceed the requirements of federal law based on a change in the governing law, they may move to vacate prior to the timeframes set forth in paragraph 20.

V. ENFORCEMENT:

22. In the event that class members seek to enforce this stipulation based on the belief that the Defendants have failed to discharge any obligations under this stipulation, they will give written notice of such failure to Defendants' counsel, specifying the grounds that demonstrate such failure, and the Defendants will have thirty days from the receipt of such notice to come into or establish compliance with this stipulation. The sole exception to the obligation of class members to provide the written notice required by this paragraph is a circumstance in which an alleged failure to comply with a term of this stipulation warrants immediate injunctive relief, in which case Defendants will receive the appropriate notice required when such relief is sought.

23. If class members believe that the alleged failure has not been cured within the thirty day period (or that extraordinary relief is required), they may seek in this Court specific performance of this stipulation, together with any attorneys' fees and/or costs recoverable under 42 U.S.C. §1988, but not contempt of court. However, class members may utilize contempt proceedings to enforce any subsequent order entered in a proceeding to enforce this stipulation.

24. This stipulation does not operate as an adjudication on the merits of the litigation.

Actions taken or to be taken by the Defendants hereunder are not admissions of liability on the part of the Defendants but are undertaken in the spirit of compromise, and no provision of this stipulation may be used in support of any claim brought in any proceeding against the Defendants except as necessary to enforce the terms of this stipulation.

25. The provisions of the Stipulation shall be applied in adjudicating any fair hearing requests of class members.

VI. ATTORNEYS FEES AND COSTS:

Entitlement to Attorney's Fees and Costs:

26. Entry of the Stipulated Order establishes that the plaintiff is the "prevailing party" for purposes of her entitlement to recover reasonable attorney's fees and costs pursuant to 42 U.S.C. §1988.

27. The parties agree that Plaintiff may recover attorneys' fees under §1988 after final approval of the Stipulated Order and satisfaction of the initial claim for attorneys' fees referred to in paragraph 36 below.

28. Such "future" claims for fees are limited to fees and costs for work performed in obtaining Defendants' compliance with the Stipulated Order; obtaining attorneys' fees merited under the Order; seeking a modification of the Stipulated Order over Defendants' objection (if the Court modifies the Stipulated Order at Plaintiff's request), and/or opposing a modification requested by Defendants if the Court denies (or denies, in part) Defendants' request for a modification.

29. In the absence of a filing for judicial enforcement or modification of the Stipulated Order, plaintiffs may not recover attorneys' fees. In the event that such a motion is filed, plaintiff reserves the right to seek a reasonable award of fees for all work done in connection with monitoring and enforcement of the Stipulated Order. Defendants reserve the right to oppose any such request.

30. The parties agree that plaintiff's counsel is entitled to fees for monitoring and enforcement if defendant comes into compliance after plaintiff files a motion for judicial enforcement or modification of the Stipulated Order, provided that plaintiff has given defendant notice and an opportunity to come into compliance pursuant to paragraph 22 of the Stipulated Order prior to filing her motion.

31. Work done in reasonable post-judgment monitoring and enforcing of the Stipulated Order must be useful and of a type ordinarily necessary to secure the final result obtained from the litigation in order to be compensable.

32. Reasonable attorney's fees shall be awarded only to counsel of record and/or to any persons employed by counsel of record and/or the Advocacy Center. (The person(s)

claiming reimbursement of attorney's fees shall hereinafter be referred to as "Claimant(s).")

33. In accordance with precedent of the U.S. Fifth Circuit Court of Appeals, §1988 attorney's fees and costs can only be awarded for the work of a legal assistant or paralegal if that work is legal, as opposed to clerical. Work that is legal in nature includes, for example, factual investigation, locating and interviewing witnesses, assistance with depositions, interrogatories and document production, compilation of statistical and financial data, checking legal citations and drafting correspondence. Activities that are purely clerical in nature include, for example, typing, copying, filing, or delivering pleadings. Pure clerical or secretarial work may not be billed at an attorney's or paralegal's rate.

34. The cost of services performed by persons supervised by counsel of record and/or the Advocacy Center (other than persons performing paralegal work) is to be considered office overhead that is included in the attorneys' reasonable fee.

35. The cost of services performed by paralegals or other persons supervised by counsel of record and/or the Advocacy Center are to be included in the assessment and award of attorney's fees if the following criteria are met:

(a) The services performed must be legal in nature;

(b) the performance of such services must be supervised by an attorney;

(c) the qualifications of the person performing the services must be specified in the application or motion requesting an award of fees in order to demonstrate that the person is qualified by virtue of education, training, or work experience to perform substantive work;

(d) the nature of the services performed by the person must be specified in the application/ motion requesting an award of fees in order to permit a determination that the services performed were legal rather than clerical in nature;

(e) the amount of time expended by the person in performing the services must be reasonable and must be set out in the motion; and

(f) the amount charged for the time spent by the person must reflect reasonable community standards of remuneration.

<u>Procedure for claiming and amicable resolution of claims for fees and costs:</u>

36. The initial claim for attorney's fees for securing entry of this Stipulated Order shall be presented to counsel for defendants within thirty (30) days of entry of this Stipulated Order unless the parties agree on, or the Court by order permits, a longer period of time. Appropriate documentation of hours claimed, hours redacted, and costs incurred shall accompany this claim.

37. Thereafter, counsel for defendants shall have sixty (60) days within which to secure authority from the State of Louisiana to satisfy the initial claim for attorney's fees. The parties may agree to provide defendants an extension of time to secure authority but the extension shall not exceed 30 days unless extraordinary circumstances are causing the delay.

38. The defendants have and reserve their right to question and/or challenge the reasonableness of the billable rates of any claimant except the rates of counsel of record (See Paragraphs 52-54).

39. Defendants further have and reserve their right to question and/or challenge, hours billed by any claimant, exercise of billing judgment by any claimant, and necessity of the costs requested by any claimant.

40. If the parties cannot amicably resolve the initial claim for attorney's fees, plaintiff must file a Motion to Set Attorney's Fees and Costs within 30 days of the end of the negotiation unless a motion for extension of time to file the Motion is filed before the deadline and ultimately granted.

41. It shall be the responsibility of the plaintiff to document via time and date stamped e-mail to defense counsel, the official end to the negotiation.

42. Any future claim for attorney's fees and costs and appropriate documentation supporting the claim shall similarly be presented to counsel for defendants within thirty (30) days of entry of the applicable Judgment or Order, unless the parties agree on, or the Court by order permits, a longer period of time.

43. Thereafter counsel for defendants shall have sixty (60) days within which to secure authority from the State of Louisiana to satisfy the claim for attorney's fees. The parties may agree to provide defendants an extension of time to secure authority but the extension shall not exceed 30 days unless extraordinary circumstances are causing the delay.

44. The defendants have and reserve their right to question and/or challenge the reasonableness of the billable rates of any claimant except the rates of counsel of record (See Paragraphs 52-54).

45. Defendants further have and reserve their right to question and/or challenge, hours billed by any claimant, exercise of billing judgment by any claimant, and necessity of the costs requested by any claimant.

46. If the parties cannot amicably resolve a future claim for attorney's fees, plaintiff must file a Motion to Set Attorney's Fees and Costs within 30 days of the end of the negotiation.

47. It shall be the responsibility of the plaintiff to document via a time and date stamped e-mail to defense counsel, the official end to the negotiation.

Stipulations and Limitations on billable rates and costs:

48. Costs available under 28 U.S.C. §1920 will be reimbursed whenever plaintiff is entitled to recover attorney's fees and costs as described above.

49. Other costs will only be reimbursed if the evidence accompanying the claim shows that they are the type of costs that would normally be reimbursed by a fee-paying client and that the costs were necessarily incurred in the litigation.

50. Mileage for necessary travel will be reimbursed at the rate established annually (on a fiscal calendar) by the State Division of Administration and will be reimbursed at the rate in effect at the time of travel.

51. Attorney's fees for travel time will be paid at 50% of the claimant's billable rate.

52. Counsel of record are, at the time the instant Stipulated Order is entered, billing at the following rates (which are fixed for the calendar year 2014): Nell Hahn, $350/hr; David Williams, $350/hr; and Ellen Katz, $250/hr. Jeanne Abadie's paralegal rate is, at the time the instant Stipulated Order is entered, $125/hr. These rates are reasonable.

53. The billable rates of the above-named counsel of record may increase annually (beginning on January 1, 2015) in accordance with commensurate increases in the relevant legal market (Baton Rouge, Louisiana).

54. However, counsel's billable rates (for purposes of claims in this case under §1988) shall not increase more than $25.00 in a calendar year.

55. Billable rates for any legal personnel other than counsel of record must comport with the prevailing rates in the relevant legal market, and may increase annually (beginning on January 1, 2015) in accordance with commensurate increases in the relevant legal market.

56. Any annual increases by lawyers other than current counsel of record (Ms. Hahn, Mr. Williams, Ms. Katz) shall not exceed $25.00 in a calendar year.

57. Any annual increases by non-lawyers shall not exceed $12.50 in a calendar year.

58. The evidence accompanying any and all claims for attorney's fees and costs must expressly show and, if requested by defendants, certify under penalty of perjury, that all costs and hours claimed were incurred in this case and that no cost or hour claimed has been previously reimbursed in this litigation, Chisholm, or any other litigation against the State of Louisiana, any of its agencies, officials, and/or employees.

Cap on Attorney's Fees

59. In light of the five (5) year limit on this Stipulated Order and so the State may budget accurately, the parties have agreed to a maximum amount of attorney's fees and costs that may be awarded during the course of this litigation.

60. If a claim for attorney's fees is outstanding at the time the Stipulated Order ends, it will continue to be processed as described above.

61. The total amount of attorney's fees that may be awarded in this case shall not exceed $575,000 except in the circumstances outlined below.

62. Counsel for defendants shall include in each Receipt, Release and Indemnity Agreement signed by plaintiff's counsel as described above, an accounting of how much has been paid in attorney's fees and costs up to and including the sum received on that date and the remaining balance of the cap.

63. Plaintiff may request the Court exceed the Cap in a specific amount to be set by the Court. Such a request must be filed as a contested motion (or part of a contested motion for contempt, sanctions, etc.) in accordance with the Local Rules for the Middle District of Louisiana.

64. The Cap shall not be exceeded unless:

(a) Over defendants' objections, the Court finds by a preponderance of the evidence that a modification to the Stipulated Order is necessary and the Court Order modifying the Stipulated Order authorizes an award of attorney's fees to plaintiff under 42 U.S.C. §1988; or

(b) Defendants move for a modification of the Stipulated Order which is opposed by Plaintiff, and the Court denies (or denies, in part) Defendants' motion and the Court Order denying Defendants' request to modify the Stipulated Order authorizes an award of attorney's fees to plaintiff under 42 U.S.C. §1988; or

(c) The Court finds by a preponderance of the evidence that a defendant is in Violation of a provision of the Stipulated Order (as may be modified or supplemented at the time of the finding); and the Court Order issued as a result of finding a Violation authorizes an award of attorney's fees to plaintiff under 42 U.S.C. §1988 or

(d) The Court holds a defendant or defendants' counsel in Contempt and awards attorney's fees and costs to plaintiff's counsel; or

(e) The Court imposes monetary sanctions against a defendant or defendants' counsel (that are to be paid to plaintiff or plaintiff's counsel) under Rule 11 of the Federal

Rules of Civil Procedure, 28 U.S.C. §1927, the Louisiana Rules for Professional Conduct, or any other rule, provision, law, or inherent power of the Court.

65. If (as described in ¶64)(a)) above, the Court enters a modification order that would entitle plaintiffs' to reasonable fees and costs under §1988 above and beyond the cap, such a claim shall be made, limited, and processed in the same way as a pre-cap claim had been processed (see ¶¶36-47, above).

66. If (as described in (¶64(b) – (d)) the Court finds a Violation, holds a party or counsel in contempt, or imposes sanctions against a party or counsel, the Court shall set the amount of fees and costs owed.

VII. MISCELLANEOUS:

67. Notices issued by the contractor concerning eligibility for Long-Term Personal Care Services and notices concerning pharmacy prior approval requests (not at point of sale) that are not issued on behalf of a pre-paid Bayou Health plan are not required to comply with the requirements of this Stipulation until 120 days after Court approval of the Stipulation.

68. All other provisions of this Stipulation shall be effective sixty days after the accompanying Order is entered by the Court. Even before the Court's ruling on the requested Order, DHH agrees to take corrective action regarding any non-compliant notices brought to its attention, including but not limited to those communicated to it by Plaintiff's counsel or through any fair hearing request.

69. In exchange for this Stipulation, the Plaintiff dismisses her claims that DHH is violating the United States Constitution by failing to give adequate notice of denials of Medicaid services.

70. Plaintiff's agreement to dismiss her claims is expressly conditioned upon the Court's approval of this agreement pursuant to Rule 23(e), Fed. R. Civ. P., and its entering an order requiring the parties to comply with the terms of this agreement. The Court shall retain jurisdiction of this action for the purpose of enforcing this agreement.

71. The parties shall agree to a joint press release announcing the settlement, approved by all parties in advance of issuance.

VIII. RELEASE/BAR OF CLAIMS

72. (a) The claims compromised, settled and resolved by this Stipulated Order include all class claims that were raised in the Complaint filed in this action on March 19, 2014, as well as all claims precluded by governing law, on behalf of the class defined in Section I above. This agreement does not compromise, settle or resolve, and shall in no way impair, any claims that may arise after the end of this Stipulated Order pursuant to Section 1 or claims for attorney's fees.

(b) In consideration of the commitments contained herein, and the benefits provided or to be provided hereunder, this Stipulated Order shall fully resolve, extinguish, and finally and forever bar, and the Representative Plaintiff and other Class Members hereby release, all claims described in 72(a) above. Upon final approval by the Court, this Stipulated Order shall be fully binding on, and fully extinguish and release the claims of, all Class Members and the Representative Plaintiff, and may be pled as a full and complete defense to any subsequent action or other proceeding that arises out of the claims released and discharged by this Stipulated Order.

(c) Nothing in this Stipulated Order is intended to affect any rights of any party or non-party other than to the extent specifically addressed by the terms of this Order.

SIGNED:

ADVOCACY CENTER
600 Jefferson St., Suite 812
Lafayette, LA 70501
(337) 237-7380, ext. 311
(337) 237-0486 FAX

by: _____ DATE: 9-16-14
Nell Hahn, T.A., Bar No. 22406
Ellen Katz, Bar No. 01084

David Williams by Nell Hahn DATE: 9-16-14
David Williams, Bar No. 17867 by permission
3551 Rue Mignon
New Orleans, LA 70112
(504) 393-9966
(866) 778-3998 FAX

Attorneys for Plaintiff

by: _____ DATE: 9-15-14
Kathy Kliebert, Secretary of the Louisiana
Department of Health and Hospitals, Defendant

Exhibit 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

MONICA WELLS, on behalf of M.W. a minor, and others similarly situated,	*	CIVIL ACTION
	*	NO. 3:14-cv 00155-JJB-RLB
PLAINTIFF	*	
VS.	*	
KATHY KLIEBERT, Secretary of Louisiana Department of Health and Hospitals, and the LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS,	*	CLASS ACTION
DEFENDANTS	*	

ORDER OF CLASS CERTIFICATION AND PARTIAL DISMISSAL

The Court certifies a class under the provisions of Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure. The class is defined as:

> all Louisiana Medicaid recipients, except persons under the age of 21 who are on the waiting list for the New Opportunities Waiver, who have been or will be subjected to denials or partial denials of prior approval of services while the Court retains jurisdiction to enforce the parties' Stipulation.

Notice of the compromise of this action having been given the class as directed by the Court, in accordance with Rule 23(e), Fed. R. Civ. P., this Court hereby approves the Stipulation set forth herein, and enters an order of partial dismissal in this case, pursuant to Rule 41(a)(2) Fed. R. Civ. P., conditioned upon the parties' compliance with the stipulations and orders entered in this case.

It is hereby ORDERED that the parties to this action shall comply with the terms of the Stipulation, which is set forth and incorporated herein, and that this Court will retain jurisdiction of this action for the purpose of ensuring that the Stipulation approved by the Court is implemented and enforced, enforcing any Court orders, and resolving any disputes that may arise in the future regarding the Stipulation and orders, their terms, or the enforcement thereof, and resolving any claims for attorneys' fees, expenses, and costs.

Claims for attorney fees and costs shall be decided as provided in the Stipulation, with the deadlines for filing claims for attorney's fees and costs, under Rule 54(d), extended to 30 days after the end of negotiations, as defined therein.

Pursuant to the parties' stipulation and this Court's approval thereof, Plaintiff's claim that the Louisiana Department of Health and Hospitals is violating the United States Constitution is hereby DISMISSED with prejudice, except as provided herein.

SIGNED at Baton Rouge, Louisiana, the _____ day of _____, 2014.

_____
UNITED STATES DISTRICT JUDGE